

GOVERNMENT OF KARNATAKA



BRUHATH BENGALURU MAHANAGARA PALIKE
Office of CHO Clinical, annex-2, 2nd Floor, N.R. Square, Bengaluru-560002
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**REQUEST FOR PROPOSAL FOR INSTALLATION,
OPERATIONS AND MANAGEMENT OF HAEMODIALYSIS
UNITS IN NEWLY CONSTRUCTED/EXISTING BBMP
DIALYSIS CENTRES UNDER PUBLIC PRIVATE
PARTNERSHIP (PPP) FRAMEWORK**

TENDER Ref No: BBMP/2023-24/SE0046

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BRUHATH BENGALURU MAHANAGARA PALIKE

Tender No: BBMP/2023-24/SE0046

Date : 29/08/2023

Tender Reference Number

BBMP/2023-24/SE0046

Date and time for commencement of downloading of bidding document from the Karnataka public procurement portal : 29/8/2023

Pre-bid meeting : Date: 05/09/2023 time 11:30 AM

Venue:

Office of CHO Clinical,
annex-2, 2nd Floor, N.R.
Square, Bengaluru-560002
5/9/2023 17:00

Last date and time for uploading of queries in Karnataka public procurement portal

Last date and time for bid submission/ uploading of bid in Karnataka public procurement portal : Date: 29/9/2023 Time: 17:00

Date and time for opening of Technical Bid in Karnataka public procurement portal : Date: 30/9/2023 Time: 17.30

Place of opening of bids : Online at Karnataka public procurement portal

Address for communication

Office of CHO Clinical, annex-2, 2nd Floor,
N.R. Square, Bengaluru-560002
Phone: 080-22112019
Email:tenderhealthclinicalbbmp@gmail.com

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BBMP represented by the CHO Clinical BBMP or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP and subsequently provided to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

In this Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Actual Project Implementation Date” means the date on which the Commencement certificate is obtained by the Service Provider from the Authority/Representative for Commencing Dialysis services after setting up haemodialysis units allotted to the Service Provider;

“Authority” means Government of Karnataka, Bruhath Bengaluru Mahanagara palike represented by the Chief Health Officer Clinical, BBMP;

“Bid” shall mean the technical bid and financial bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof;

“Bidder” shall mean a single business entity or a Consortium that has submitted a Bid in accordance with the provisions of this RFP;

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949

“Conditions Precedent” have the meaning set forth in section 2, clause 13 of this RFP;

“Consortium” shall have the meaning set forth in section 1, sub-clause 9.1 of this RFP;

“Contract” shall mean the contract between the Authority and the Successful Bidder in accordance with the provisions of the RFP;

“Cure Period” means the period specified in this Contract for curing any breach or default of any provision of this Contract by the Service Provider for such breach or default and shall:

- (a) commence from the date on which a notice is issued by the tenderer/ his representative to the service provider asking the latter to cure the breach or default specified in such notice;
- (b) Does not relieve the service provider from liability to pay Damages or compensation under the provisions of this Contract; and
- (c) not in any way be extended by any period of Suspension under this Contract; provided that if the cure of any breach by the Service Provider requires any reasonable action by the Service Provider that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

“Financial Bid” shall have the meaning set forth in section 1, sub-clause 4.2.2 of this RFP;

“Force Majeure or Force Majeure Event” shall have the meaning set forth in Section 2 clause 24 of this RFP;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party;

“Performance Security” shall have the meaning set forth in Section 2 clause 14;

“Performance Standards” shall have the meaning set forth in Appendix-T;

“Project Agreements” means this Contract, the financing agreements and any other agreements or contracts that may be entered into by the Service Provider, before signing of the service agreement with any person in connection with matters relating to, arising out of or incidental to the Project and the same intimated to and agreed by the tenderer.

“Project Facilities” means the facilities put to use by the Service Provider for providing haemodialysis services including but not limited to the haemodialysis machines as per Appendix-O, list of drugs, consumables and equipment provided as per Appendix-M, civil works and furniture provided by the Service Provider, designated area along with other facilities provided by the Authority for setting up haemodialysis units;

“RFP” shall mean this Request For Proposal along with all formats and draft Contract attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“Scheduled Project Implementation Date” means date occurring on the completion of 90 (ninety) days from the date of signing of the Contract or any extension thereof in accordance with the terms of the Contract, for setting up of haemodialysis facilities;

“Service Provider” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Service Provider Default” shall have the meaning set forth in Section 2, sub-clause 21.1;

“Successful Bidder” means the Bidder selected by the Authority, pursuant to this RFP to perform the Scope of the Project as per the terms of the Contract, and to whom the LOA has been issued;

“Technical bid” shall have the meaning set forth in Section 1 clause 4.2.1;

“Termination” means the expiry or termination of this Contract;

“Termination Notice” means the communication issued in accordance with this Contract by one Party to the other Party terminating this Contract;

Section 1- Instructions to Bidders

1. General Instructions

- 1.1. The Bidder should prepare and submit its offer as per instructions given in this section.
- 1.2. The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- 1.3. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /Bids should be for all components of the job /service).
- 1.4. The prices quoted shall be firm and shall include all applicable taxes and duties. This shall be quoted in the format as per attached Appendix-F only.
- 1.5. The Bids (technical and financial) shall be submitted (with a covering letter as per Appendix-E) before the last date of submission.
- 1.6. Drug Distributor License issued by the competent authority for procurement, storing, and distribution of drugs across Karnataka State, in the name of the bidder and in case of consortium/ Joint Venture, in the name of the any one of the Partner (within one month from the date of award of contract).

2. Inspection of site and equipment

- 2.1. The interested Bidder may inspect the locations mentioned in Appendix-A, during working hours; where the services of two haemodialysis sessions per haemodialysis machine are to be conducted on all days subject to minimum of 310 days in a year, till last date of tender as given in the tender schedule. The BBMP shall not be liable for any expenditure incurred for such inspection or in the preparation of the bid(s).

3. Bid Security

- 3.1. The Bids would need to be accompanied by a Bid Security. (Refer table in pre-qualification criteria)
- 3.2. The Bidder shall pay the Bid Security through Karnataka public Procurement portal Website, through any one of the following e-payment options only.

Online payments:

1. Credit Card
 2. Debit Card
 3. Internet Banking
 4. NEFT/RTGS
- 3.3 Please note that payment submitted through cheque or demand draft or bank guarantee shall not be accepted. For further details regarding e-payment, please refer to Karnataka public Procurement portal Website.

Note: The Authority shall not be held responsible in case of failure on part of the Bidder to furnish part of the Bid Security through Karnataka public Procurement portal Website or for rejection of Bids by Karnataka public Procurement portal Website for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

- 3.4 The Bid Security shall be returned to the unsuccessful Bidders within a period of 4 Weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security and entering into the contract in the form and manner as stipulated in the Contract.
- 3.5 Micro and Small enterprises registered with NSIC under a single point vender registration scheme, shall be facilitated by providing tender sets free of cost, exempting from payment of Earnest Money Deposit during purchases by all Government Department and state owned PSUs. (As per FD 850 EXP-12/2015 dated: 29/12/2015).
- 3.6 Deleted
- 3.7 Bid Security of a Bidder may be forfeited without prejudice to other rights of the Authority, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidders' Bid Security will also be forfeited without prejudice to other rights of Authority, if it fails to furnish the required performance security within the specified period.
- 3.8 **Indemnity Clause:** The BBMP will not be liable for payment of any damages or claims arising out of any omission/commission for the services provided by the service provider. The service provider will be solely responsible for settlement of all damages and claims arising out of the service provision under this contract. The service provider will be responsible for any legal expenses arising out of the claims/ legal disputes arising out of the service provision under this contract. The service provider shall indemnify the tenderer/Authority for any of such acts committed thereon.

4 Preparation of tender

- 4.1 The tender is to be submitted electronically on Karnataka public Procurement portal of Government of Karnataka.
- 4.2 The Bidders would need to submit the following documents:
- 4.2.1 **Technical Bid** shall include the following:
- a. Bid Security/EMD.
 - b. Undertaking regarding furnishing Performance Security in case of award of contract.
 - c. Original tender document duly stamped and signed in each page along with the Forwarding Letter as per Appendix-E.
 - d. Particulars of the Bidder as per Appendix-D.
 - e. Copy of the Income Tax Returns acknowledgement for last three financial years i.e. 2020-21, 2021-22, 22-23

- f. Copy of audited accounts statement for the last three financial years i.e. 2020-21, 2021-22, 22-23.
- g. Power of attorney in favour of signatory to tender documents and signatory to Manufacturer's Authorisation letter.
- h. Copy of the certificate of registration of GST, EPF, ESI and with the appropriate authority valid as on date of submission of tender documents.
- i. A duly notarized declaration from the Bidder in the format given in Appendix-H to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.
- j. In addition to the above documents,

The tender of the Authorized Agent shall include the manufacturer's authorization letter as per proforma given in Appendix-B.

- 4.2.2 **Financial Bid** for the project should be furnished in electronic mode only, in the slot provided in the e-procurement website. Financial Bid shall be the cost per Haemodialysis session for APL patients in Indian Rupees, for BPL patients service provider as to provide free dialysis services. The prices shall be firm and inclusive of all taxes and duties presently in force. The service provider must collect the cost per Haemodialysis session from APL patients itself.
- 4.2.3 The price is for per session/cycle cost of Haemodialysis and factors all the infrastructure, HR (trained & qualified Nephrologist, Nurses, technicians, dialysis machine, RO plant, supportive infrastructure, Single use dialyzer with erythropoietin, Iron sucrose and all other drugs and consumables etc.), operational and maintenance cost for the project. Break up details of the session cost shall be provided at the financial bid action column in Eprocurement portal. (Dialysis machine, R.O Plant, Drugs and Consumables, HR and supportive infrastructures).
- 4.2.4 The price shall remain valid for 5 years, extendable for another two years based on the satisfactory performance, the prices quoted shall remain constant for the duration of the contract with **2% escalation on the final accepted financial bid per annum** with respect to preceding year.
- 4.2.5 The Bids submitted shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 4.2.6 Annual review of performance and observance of terms & conditions shall be carried out by committee along with other members nominated by the authority.
- 4.2.7 Service Provider shall ensure best quality of Service and Compliance to protocols. Service provider should submit an annual yearly report of clinical audit done by a third party as nominated by the authority. Service provider to provide the Kt/v and standardized Kt/V report for each patient to the committee (pre & post dialysis reports).

5 Tender Submission

5.1 Brief Description of Bidding Process

- 5.1.1 The Authority has adopted a single stage bidding process for selection of the Bidder for award of the Project and invites Bids from eligible parties, which expression shall, unless repugnant to the context include a Consortium.
- 5.1.2 The Bidder shall submit its bid for the Project electronically through the Karnataka Public Procurement Portal (e-procurement platform) of the Government of Karnataka <https://kppp.karnataka.gov.in> (hereinafter referred to as “E-Procurement Website”) in accordance with the terms of this RFP.
- 5.1.3 The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through Karnataka public Procurement portal Website or for rejection of Bids by Karnataka public Procurement portal for whatsoever reasons. No correspondence shall be entertained by Authority in this regard.
- 5.1.4 A one-time registration in the Karnataka public Procurement portal platform is a pre-requisite for submission of Bids. If an interested Bidder is not already registered, it shall procure a digital signature certificate and get registered in Karnataka public Procurement portal platform. The Authority will not be held responsible for technical glitches in the desktop and internet connectivity services used by Bidders or in case of failure on part of the Bidder to submit the Bid Security or any documents as required to be submitted through Karnataka public Procurement portal Website or for rejection of Bids by Karnataka public Procurement portal for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.
- 5.1.5 Contact information

For further clarifications, please call Centralized e-Procurement Helpdesk on + 91-8046010000 / + 91-8068948777

(Timings: 9:00 am to 9:00 pm from Monday to Saturday including government holidays) to takesupport on Kannada and English

Or

Mail to Helpdesk: support [at] eprochelpdesk [dot] com

Training details

Training Date	Training Venue	Batches	Training duration
On all Govt. of Karnatakaworking Wednesday's & Saturday's	Training room no.1, Gate no.2, M S Building, Bengaluru- 01	1	10:30 am to 1:30 pm
		2	2:30 pm to 5:30 pm

6 Opening of Tenders

6.1 The technical Bid will be opened at the time & date specified in the schedule.

7 Evaluation of Tender

7.1 Scrutiny of Tenders

- 7.1.1 The tenders will be scrutinized by the selection committee appointed by the Authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the Bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents.
- 7.1.2 The Bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored.
- 7.1.3 The decision of the Authority as to whether the Bidder is eligible and qualified or not and whether the Bid is responsive or not shall be final and binding on the Bidders.
- 7.1.4 The technical bids will be scrutinized to determine whether they are complete as per pre-qualification criteria of tender document.
- 7.1.5 Financial Bids of only those Bidders, whose Technical Bid is qualifying, will be considered and opened in the following order in presence of the Bidder's representatives who choose to attend. The Bidder's representatives who are present shall be required to sign and record their attendance.
- 7.1.6 The Bidders shall quote for the complete scope of work in accordance with this RFP. Bidders shall submit the financial bid in the slot provided in the e-procurement website.
- 7.1.7 The financial bid shall include all the costs and expenses that the Service Provider would incur in performance of its obligations set out under the draft Contract. The price per haemodialysis session shall be submitted in the financial bid format set out as Appendix-F.
- 7.1.8 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by Authority as follows;
- 7.1.9 The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors, with the concurrence of the Bidder and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid Security may be forfeited.
- 7.1.10 Authority may in its sole discretion reject any Financial Bid if any of the following conditions outlined below are true.
 - i. Incomplete Financial Bid is submitted by the Bidder.
 - ii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

7.2 Evaluation of Financial Bid

- 7.2.1 Please see the evaluation criteria detailed in the pre-qualification criteria and evaluation criteria at clause 10.
- 7.2.2 For evaluation of the Financial Bid, the lowest cost per hemodialysis session for APL patients indicated in the Financial Bid shall be considered.

7.3 Infirmary / Non-Conformity

The Authority may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the Authority as to whether the deviation is material or not, shall be final and binding on the Bidders

7.4 Bid Clarification

Wherever necessary, the Authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the Authority shall evaluate the offer as per available information.

7.5 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority

8 Scope of Work

- 8.1 Ownership status of all movable assets (Including Dialysis machines not more than two years old (not more than 2000 cycles per machine) created from the investments made by the Service Provider shall remain with the Authority on termination/expiry of contract period.
- 8.2 The Service Provider shall be responsible for operationalization of Haemodialysis facilities at BBMP dialysis centers. This could be achieved by a mix of any of the following across BBMP dialysis centers:
 - i. The Service Provider is allotted available space by the Authority and the Service Provider shall make complete arrangements to make the haemodialysis facility operational (should factor all required infrastructure, HR (Nephrologists, Medical Officers, Nurses, technicians) as per Appendix-N, supportive infrastructure like Dialysis Machine, R.O plant, single use dialyzer with erythropoietin, iron sucrose and all other drugs and consumables etc., operational and maintenance cost for the project including consumables and facility for pediatric patients and infected patients.
 - ii. The Service provider shall be obligated to provide 24X7(round the clock) dialysis services, if required to meet the work load ensuring that no patient has a wait time of more than 24 hours from the scheduled dialysis session. Further, the increase in dialysis units shall be according to space availability and in case of space constraint the service provider shall create a facility within 3 Km of hospital to meet patient load.

- iii. Service Provider has to treat suitable patients referred by qualified nephrologist/ qualified physician in a Government hospital. In all cases, an initial assessment must be made as per Appendix-J and the diagnostic tests (Urea, Creatinine, Sodium, Potassium, SGOT, SGPT, S.albumin, calcium, phosphorus, complete blood count, serology profile - HBSAg, AntiHCV, HIV) before commencing haemodialysis should be done through the free diagnostic program OR government's own laboratory. Incorrect laboratory tests may lead to wrong referral for haemodialysis hence due precautions would be taken to refer a patient for haemodialysis and laboratory reports before haemodialysis should be recorded.
- iv. Shall provide details of the machines, sessions, patient details as per PMNDP dashboard and for monitoring of service delivery with due diligence to patient's privacy. Mechanism for notifying red alerts shall be incorporated in the dashboard.
- v. Service Provider may be required to install additional new haemodialysis machines in case of increase in demand for the haemodialysis at the unit with required additional Human Resource. Further, the increase in haemodialysis machines shall be according to space available at the unit.
- vi. For performance standards please refer - Appendix – T.
- vii. The obligations of the Service Provider/firm under this service contract shall include all service activities and commitments. The details of various services required at different locations and type of facilities is given in Appendix-A. The Service Provider shall not be entitled to levy any charge on the patients and shall not make any referrals to private hospitals/labs. The services shall be provided in-house.

9 Eligibility Criteria

9.1 The Bidder shall be a single business entity or a group of entities (maximum of 3) coming together as a Consortium to implement the Project, represented by a lead partner. The single bidding entity shall be a Company incorporated under the Companies Act, 1956/ 2013; and in case of a Consortium; such Companies coming together to bid for the project. The Bidder cannot be an individual or group of individuals. A Bidder cannot bid as a sole provider as well as a partner in a Consortium. A Consortium shall not have more than three partners. No Bidder can place more than one Bid in any form. In support of this, the Bidder's letter shall be submitted as per proforma in Appendix-B. The Bidder should be registered as a legal entity.

“Joint Venture (JV)” means an association with a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

9.2 The Bidder shall have a experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last 5 years should be submitted as per pro forma in Appendix-C. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Authority as to whether the assignment is similar or

not and whether the Bidders possess adequate experience or not, shall be final and binding on the Bidders).

9.3 The Bidder shall have operated & managed haemodialysis facilities, as per table in pre-qualification criteria.

9.4 The Bidders are not blacklisted/ debarred by the Authority or by any State Govt. or its organizations by Govt. of India or its organizations/Public Sector Undertaking presently or within 5 years preceding the bid due date and such blacklisting should not be subsisting on the bid due date.

9.5 The Bidder shall declare all ongoing litigations it is involved in with any Government Agency/ State/ Central Department

9.6 The principal Bidder/lead partner shall have an average annual turnover as detailed in the clause 9 of pre-qualification criteria.

9.7 Deleted

9.8 The principal bidder/lead partner shall be jointly and severally responsible and shall represent all Consortium members, if any, in all legal matters.

9.9 DATA SHEET

Information to Consultants

Clause

Reference:

1.1 The name of the Client is: CHO (CLINICAL), BRUHATH BENGALURU MAHANAGARA
PALIKE

The method of selection is: Least Cost Selection.

1.2 A technical and a Financial Proposals are requested:

Technical and Financial Proposals are requested from the prospective Service Providers.

The name, objectives and description of the Assignment are:

The Name, Objectives and Description of the Assignment are provided in Scope of Work (Section: 8)

1.3 The Assignment is phased: No

[If yes, indicate the phasing]

1.4 A pre-proposal conference will be held:

- a) Clarifications may be requested up to one day prior to the Pre-Proposal Conference, up to 17:30 Hours. All requests for clarifications should be uploaded in the e- Procurement Portal of GoK. The Client shall issue Addendum / Corrigendum in the e-Procurement Portal for such requests.
- b) Any modifications to the RFP and / or extension of time for submission of RFP shall be through an Addendum / Corrigendum, and it shall be uploaded in the e-Procurement Portal of GOK, which shall be binding on all the Service Providers who intend to submit their Proposals.
- i. The estimated number of key professional staff months required for the assignment is: As per Appendix N
- ii. The minimum required experience of proposed key professional staff is: As per the data sheet below.

The Name (s), Address (es), and Telephone/Numbers of the Client's Official(s) are

Office of CHO Clinical, annex-2, 2nd

Floor, N.R. Square, Bengaluru-

560002

Phone: 080-22112019

Email:tenderhealthclinicalbbmp@gmail.com

Tender Enquiry No. _____

The BBMP, (hereinafter referred to as the "Authority"), has existing dialysis centres and newly constructed dialysis centers. The Authority now proposes to transfer the operations and management of the haemodialysis service to an eligible private sector service provider for

a period of five years extendable for another two years based on the satisfactory performance, under PPP framework. In this regard, the Authority is desirous of selecting the Service Provider through a transparent and competitive bidding process.

The scope of services of the service provider/selected bidder shall include setting up of haemodialysis units in the designated centres across BBMP as notified by the Authority, operation and maintenance of these haemodialysis units and discharge of other obligations in accordance with the provisions of the Contract (the “Project”).

The Authority invites bids (the “Bids”) through e-tendering mode from interested parties (“Bidders”) in accordance with the Request for Proposal (“RFP”). The RFP document containing instructions to Bidders, criteria for qualification and criteria for evaluation may be downloaded from the E-Procurement Website of Government of Karnataka (“GoK”) and the Proposals shall be submitted as per the provisions of the RFP.

1.5 The Client will provide the following inputs:

- a) The Client shall select a Service Provider amongst the Service Providers who have uploaded their proposals in the e-Procurement Portal of GoK and who meet the minimum eligibility criteria to submit their proposals.

No	Pre – Qualification Criteria
	Lead partner of the consortium/Joint venture shall be the dialysis agency and Lead partner should have more than 50% of the overall turnover requirement.
	Service Providers can submit proposals either as a Standalone Company / or as Consortium Partners/or as Joint Venture. The bidders shall submit certificates from the respective authorities.
	All Service Providers / Consortium Partners submitting their Proposal should upload a Notarized Affidavit, swearing the genuineness of their statement / documents uploaded / not black-listed Certificate, etc.
	The Consortium Partnership shall not be more than three Partners. Service Providers can submit their proposals either as a standalone Service Provider or as a Consortium, and not as both, if it is submitted as both, both the Proposals shall be rejected. Consortium Partners should upload as a Consortium only.
	Standalone Company or Consortium /All the Individual partners of the consortium should be a Company registered under the Companies Registration Act 1956 of any State in India.
	The Company should be in existence since last five years or earlier. In case of Consortium Partner, the lead bidder should be in existence since last five years or earlier.
	The Authorized Signatory signing the Proposal on behalf of the organization should be duly certified by the Competent Authority of the Organization, a Notarized Power of Attorney should be uploaded in support of the said authorization
	Standalone Company or Consortium/ Lead Bidder/ Partner submitting the Proposal should have achieved Average Turnover in the last 3 Financial Years Rs. 69,00,000/- per centre (2020-21, 2021-22 and 2022-23). A Turnover Certificate, as per the Appendix - V, certified by a Chartered Accountant with his / her name, signature, registration number, contact phone number and address should be uploaded along with the Proposal. Lead Bidder Turnover: should have achieved total turnover of more than 50% of tender amount.
	Deleted

	Standalone Company or Consortium/ partner/ Lead Bidder submitting the Proposal should upload audited Balance Sheet / Profit & Loss Statement and also audit report for the last 3 Financial Years certified by a Chartered Accountant with his / her name, signature, registration number, contact phone number and address.
	Standalone Company or Consortium/ Lead Bidder/ Partner submitting the Proposal should have filed their IT Returns for the last 3 Financial Years. Copies of ITR returns should be submitted in the proposal.
	Standalone Company or Consortium/ The applicable consortium partner submitting the Proposal should have ESI Registration and should upload the ESI returns filed up to the 31st Mar 2022.
	Standalone Company or Consortium/ All the Individual partners of the consortium submitting the Proposal should have GST Registration and should have filed GST Returns up to 31st Mar 2022.
	Standalone Company or Consortium / The applicable consortium partner submitting the Proposal should have Employees Provident Fund Registration and should have filed EPF returns up to end 31st Mar 2022.
	Standalone Company or Consortium (Each of the Individual partners of the consortium) submitting the Proposal should upload a Certificate of having not been Black-listed in the past or presently not being presently black-listed by any State Government / Government of India / Public Sector Undertaking or any ongoing blacklisting/debarment or similar action in India.
	Standalone Company or Consortium / The applicable consortium partner submitting the Proposal should upload a Certificate for having registered with the Labour Department in concerned state or country.
	Standalone Company or Consortium Partners submitting the Proposal should have PAN Number of the company.
	Standalone Company or Consortium/ Lead Bidder submitting the Proposal should have operated the number of dialysis machines for a continuous period of three years during the last 5 Financial Years anywhere in India, for any State Government / Government of India / Public Sector Undertaking/private sector. A Satisfactory Completion Certificate issued by the end users.
	Standalone Company or Consortium/ Lead Bidder/ Partner submitting the Proposal should have 1 ISN registered Nephrologist on its payroll as administrative /operations role for the past 5 years. The number of technical employees in its payroll continuously, for operating anywhere in India (excluding staff employed for House-keeping & Security) during the last 5 Financial years, PF and ESI Contribution paid challans of the said employees should be uploaded along with the Proposal. An Employment Confirmation Certificate issued by the Client, as per Appendix-C should be uploaded along with the proposal.
	Deleted
	Power of Attorney by the Lead Member, authorizing a person to sign the documents, on behalf of the Lead Member of the Consortium.
	Land Border Declaration as per Appendix – U.

Annexure 1 Estimate Package Calculation												
R0		R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11
Sl.No	Dialysis Centre Name	Dialysis Machines	Minimum Cycle Per day Per Machine	Cycle Per Day	Working Days	Months In One Year	Total Cycles per annum (R3*R4*R5)	Rate Per Cycle (in Rs.)	Total estimated cost in Rs. (R6*R7)	80% of the Past Performance	EMD amount 2% of estimated value in Rs.	Penalty per Instance(0.01% of Tender Value)
1	J.p.Park Dialysis Centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
2	Sanjeevini Dialysis Centre, Cashier Layout Madiwala	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
3	N.R.Colony dialysis centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
4	Vidyapeeta Health Centre Premises Dialysis Centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
5	Cottonpet Dialysis centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
6	G D Park, UPHC Premises dialysis centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
7	Malasandra Dialysis Centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
8	Azada Nagar Dialysis Centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
9	Ganganagar Dialysis Centre	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
10	Dr B R Ambedkar Dialysis centre srirampura	10	2	20	25	12	6000	1150	69,00,000	8	1,38,000	690
	Total	100		200			60,000		6,90,00,000		13,80,000	6900

Note: The estimated number of centres can be increased or decreased by 25% as per KTPP Act.

Performance and Financial requirement:

10.The Technical Evaluation Criteria for the Service Provider and the number of points to be given under each criterion for each Dialysis Centre are:

Sl.No.	Evaluation Criteria	Maximum Marks	Notes
1.	Experience of Operating dialysis Centres with dialysis machines, in any of the 3 years during last 5 financial years: • Dialysis centres with 10 operational dialysis machines	30	End users' certificate
2.	Experience of having minimum paraclinical employees on payroll, anywhere in India, (other than house-keeping & security) in any of the 3 years during last 5 financial years: * 6 paraclinical employees (4 dialysis technicians per center, 2 staff nurses per center)	20	ESI and PF Remittances of Employees need to be uploaded for consideration
3.	Quality Management System Standard Certificates.	10	NABH/ NQAS/ISO Other Quality related certificates.
4.	* Experience of serving active dialysis patients with Hemodialysis services in any of the 3 years during last 5 financial years: *500 active patients per month	20	End users' certificate or ISN Certified
5.	Professional Staff * Medical Officer – 1 per center Experience 1 to 5 year * Nephrologists – 1 per center Experience 1 to 5 year	20	Qualification and experience certificates

Note:

- a) All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected. If bidder does not upload any one of the documents, then the committee will allocate zero points and shall reject the bid
- b) The technical score required to pass is: 100 points.
- c) If bidder fails to upload any of the documents bid will be rejected.
- d) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.
- e) All documents to be uploaded on Karnataka public procurement portal only and physical submission of documents at a later date or on verification day will not be entertained
- f) After evaluations of Technical Proposals are completed, approval of the Tender Accepting Authority shall be obtained and the evaluation (Marks) shall be updated in the Karnataka public Procurement Portal.
- g) Financial Proposals of the Technically Qualified Service Providers, shall be opened in the Karnataka public Procurement Portal of GoK.

- h) The Client will select the bidder who has quoted lowest rate per dialysis cycle for APL patients.
- i) If multiple bidders have quoted same rate, then the bidder with the highest annual turnover in any one of the 3 financial years will be selected for the award of contract.
- j) Negotiations shall be held under the Chairmanship of the CHO clinical.

Appendix-A: Number of Haemodialysis units to be installed at the Dialysis centres

Sl.No	Name of Dialysis Centre	Dialysis Machine
1.	J.p.Park Dialysis Centre	10
2.	Sanjeevini Dialysis Centre, Cashier Layout Madiwala	10
3.	N.R.Colony dialysis centre	10
4.	Vidyapeeta Health Centre Premises Dialysis Centre	10
5.	Cottonpet Dialysis centre	10
6.	G D Park, UPHC Premises dialysis centre	10
7.	Malasandra Dialysis Centre	10
8.	Azada Nagar Dialysis Centre	10
9.	Ganganagar Dialysis Centre	10
10.	Dr B R Ambedkar Dialysis centre srirampura	10
	Grand Total	100

Appendix-B: Bidder's Authorization Letter

Bidders's Authorization Letter

(To be submitted by authorized agent)

To

CHO (Clinical),
2nd Floor, Annex-2,
N.R.Square, Bangalore-02.

Ref. Your Tender number BBMP/2023-24/SE0046 dated-.....

Dear Sirs,

We,..... are the suppliers of -----

----- (name of services(s) and hereby confirm that;

1. M/s----- (name and address of the agent) is our authorized agents
for
2. M/s ----- (name and address of the agent) have fully trained and
experienced service personnel to provide the said services.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & Address of the Manufacturers]

Note:

- i. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.
- ii. Original letter shall be attached to the tender.

Appendix-C: Assignment of similar nature successfully completed in the last 5 years

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Sr. No.	Assignment Contract no. and Date	Description of work and services provided	Contract price of assignment	Date of commencement	Date of completion	Was Assignment satisfactorily completed	Address of organization with PhoneNo. where assignment done

Note: Attach extra sheet for above Performa if required.

Service details should include Number of dialysis machines and HR

providedSignature.....

Name

Appendix-D: Particulars of the Bidder's Company

Name

Registered Address

Phone/Fax/Mail id

Type of Organization

Address of Service centres in the region

Total No. of services personnel at the existing centres

Total No. of locations where organization currently has centres

Number of service personnel:		
Name	Qualification	Experience (Similar Service)

Whether the bidder has NABL/NABH/ISO or any other accreditation? (If yes/ whether documents attached with technical bid)

Registration. Nos.

EPF

ESI

GST

PAN No of the company.

Audited Accounts Statement for past three financial years(duly certified by Chartered Accountant)

Copy of Income Tax Return for past three financial years(duly certified by Chartered Accountant)

Experience certificate of Bidder regarding existing Haemodialysis services (number of machines, cycles completed in last 3 years(duly certified by the end user))

Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date

Place

Name

Office Seal

Appendix-E: Forwarding Letter for Technical Bid

Forwarding Letter for Technical Bid

(To be submitted by all bidders in their letterhead)

To

Dated:

CHO (Clinical),
2nd Floor, Annex-2,
N.R.Square, Bangalore-02.

Sub: Tender for supply of services under Tender No....

Dear Sir,

With reference to your RFP document dated....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Service Provider for providing Haemodialysis services.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 8. I/ We believe that we/ our Consortium satisfy(s) the Financial Capability criteria and meet(s) the requirements as specified in the RFP document.
 9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding

Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Service Provider, I/we agree to enter into the Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the haemodialysis units. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
17. I/ We offer a Bid Security of Rs..... (Rupees.....only) to the Authority in accordance with the RFP Document. The Bid Security has been paid through E-Procurement Website.
18. The Bids (technical and financial) have been submitted (with a covering letter as per Appendix-E) on the E-Procurement Website.
19. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per Clause no. 14 of Section 2.
20. We agree to keep our offer valid for the period stipulated in your tender enquiry. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
21. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
22. The cost per Haemodialysis session has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Agreement till occurrence of Financial Close in accordance with the Agreement.}
25. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance

with the Bidding Documents and the Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised
signatory)

Place: Name and seal of Bidder/Lead
Member.

Appendix-F: Financial Bid Format

Please fill in the financial bid in the slot provided in the Karnataka public procurement portal website.

Appendix-G: Pro forma for Bank Guarantee

To

CHO (Clinical),
2nd Floor, Annex-2,
N.R.Square, Bangalore-02.

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called “ the Service Provider” has undertaken, in pursuance of contract No.....

dated..... (Herein after “the contract”) to provide Haemodialysis services.

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled /Nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Service Provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of... .. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, and within eight days of such demands and also we undertake to honor the payment immediately on demand.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to six months beyond the date of expiry of the contract (indicate date)

.....
(Signature with date of the authorized officer of the Bank)

.....
.....Name and
designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Appendix-H: Declaration by the Bidder

I / We agree that we shall keep our price valid for a period of 5 years, extendable by another two years based on the satisfactory services. I / We will abide by all the terms & conditions set forth in the tender documents No...../

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

Appendix-I: Records for Procedure

The Service Provider shall maintain a record system and also make suitable entries in the PMNDP portal to provide readily available information on:

1. Patient care
 - a. Haemodialysis charts
 - b. Standing order for haemodialysis – updated quarterly
 - c. Physician's order with signature
 - d. Completed consent form
 - e. Patient's monitoring sheet
 - f. Standing order for medication
 - g. Laboratory results
 - h. Confinements with corresponding date and name of hospital
 - i. History and physical examination
 - j. Complication list
 - k. Transfer/referral slip (for patients that will be transferred or referred to another health facility)
2. Complications documented and Incidents reported (in logbooks)
 - a. Complications related to haemodialysis procedure
 - b. Complications related to vascular access
 - c. Complications related to disease process
3. Haemodialysis adequacy of patients and outcomes reported on monthly basis (in logbooks)
 - a. Haemodialysis adequacy of patients
 - b. Conversions and their root cause analysis
4. Staff and patient vaccination and antibody titer status as applicable
 - a. Hepatitis B (double dose) – 0, 1,2,6 months
 - b. Influenza – annually
 - c. Pneumococcal – every 5 years
5. Water treatment (monthly basis) at source level (RO tank) and inlet level (haemodialysis machine)
 - a. Bacteriological
 - b. Endotoxin
 - c. Chemical
6. Facility and equipment maintenance schedule
7. Preventive maintenance

Appendix-J: Initial Assessment Record

Name:

Age:

Reg. No.

Diagnosis

:

Co-morbidities:

Allergy History:

Urinary output

(UOP):Weight of the

patient:

DIALYSIS HISTORY:

Name of the previous haemodialysis unit:

Date of initiation of haemodialysis:

Access:

Blood transfusion history:

Interdialytic weight gain in

kg:Intradialytic

complications: Heparin dose

and use

VACCINATION HISTORY:

Hepatitis B:

Pneumococcal vaccine

TREATMENT HISTORY:

EXAMINATION FINDINGS:

Pallor:

Pedal edema:

Icterus:

Pulse per minute:

Blood pressure (mmHg):

Central venous stenosis (CVS):

Normal Vesicular Breath Sound

(NVBS):Central nervous system

(CNS):

Current Investigation reports:

Informed written consent: yes/no

Doctor's name and signature:

Date:

Appendix-K: Haemodialysis record
HAEMODIALYSIS RECORD FOR THE MONTH OF: , 2022

Name:	Age/Sex:	Reg. No.:
Height:	Access: Permanent: Arteriovenous fistula (AVF) hand	Dry weight:

Date	Start time	Pre-BP	Pre-weight	Weight gain	Ultrafiltration(UF)	Complications	End time	Post-BP	Post-Weight	Weight loss	Session started by	Session closed by	Blood volume (BV)	Urea reduction ratio (URR)	Notes

Medical officer:

Appendix-L: Haemodialysis Profile

1. Haemoglobin (HB):
2. Sodium:
3. Potassium:
4. Creatinine: (1-4: once in a month investigations to be done)
5. Pre- haemodialysis urea:
6. Post- haemodialysis urea:
7. Albumin:
8. Serum glutamic-oxaloacetic transaminase (SGOT):
9. Serum glutamic-pyruvic transaminase (SGPT):
10. Calcium:
11. Phosphorus:
12. Serology profile (HIV, HBsAg, Anti- HCV):
13. Parathyroid hormone (PTH):
14. Iron studies: (5-14: once in 3 months investigations to be done)
15. 6 monthly THT:
16. Vitamin D levels: (15 & 16 once in 6 months)

Staff name and signature:

Appendix-M: List of Drugs, Consumables and Equipment

Service Provider shall maintain 14 days' stock of drugs and consumables. It shall be counter signed by the Facility Head/Taluka head.

1. Drugs and Consumables:

- Heparin
- Saline
- Erythropoietin
- Iron sucrose

In addition, to also provide vitamin D, multivitamin and calcium tablets and any other necessary drugs

2. Equipment List: The following equipment should be provided for by the Service Provider per haemodialysis unit

Sr. No.	Name of Equipment
1.	Dialysis Machines
2.	RO water plant and its related infrastructure
3.	Resuscitation equipment including Laryngoscope, endotracheal tubes, suction equipment, xylocaine spray, oropharyngeal and nasopharyngeal airways, Ambu Bag- Adult & Paediatric (neonatal if indicated)
4.	Oxygen cylinders with flow meter/ tubing/catheter/face mask/nasal prongs
5.	Suction Apparatus
6.	Defibrillator with accessories- 1 number per haemodialysis facility in all haemodialysis units
7.	Equipment for dressing/bandaging/suturing
8.	Basic diagnostic equipment- Non-Invasive Blood Pressure (NIBP) Monitor for every bed, Stethoscope, weighing machine, thermometer
9.	ECG Machine
10.	Pulse Oximeter for every bed
11.	Nebulizer with accessories
12.	Cardiac monitors- 1 number per haemodialysis facility in all haemodialysis units (Minimum 1 in TH & 2 in DH)
13.	Crash cart per dialysis facility (based on the number of beds) (Minimum 1 in TH & 2 in DH)

Note: Where need arises, additional equipment shall be provided by the Service Provider in those units, as directed by the Authority

Appendix-N: Human Resource Requirement

The Service Provider shall provide the following staffs for the haemodialysis units:

Sl. No.	Human Resource	Numbers	Qualification	Availability	Role
1.	Nephrologist	1 per centre	DM (Nephrology)/ Renal dialysis technology or Fellowship in Renal dialysis by Recognised university	• Fortnightly physical consultation/ Tele-consultation. • Available for Tele-consultation whenever required	• The nephrologist shall conduct physical consultation/ tele-consultation fortnightly at the dialysis centre. • Tele-consultation with the patients receiving treatment in the dialysis centre. • The nephrologist shall provide advisory role • The observations/ remarks of Nephrologists from the MIS report provided after consultation shall be incorporated in the patient records
2.	Medical Officer	• 1 per haemodialysis unit	MBBS	Should be available during dialysis hours	• The Medical Officer to be the intermediary contact between the patient and the nephrologist

Sl. No.	Human Resource	Numbers	Qualification	Availability	Role
3.	Haemodialysis technician Note: Costing will be submitted as per minimum wages ACT, prevailing labour laws, ESI and EPF as applicable	One each for every 4 dialysis machines for sero negative patients and one each dedicated for each haemodialysis machine for sero positive patients per shift.	Haemodialysis technician Post intermediate/ life science graduate and should have passed at least 2-year certificate course in dialysis technique certified by a government authority and registered with paramedical board	Per shift per day	- Operate haemodialysis units - Maintenance of records and analyse readings - Dialyzer care - Patient care - Maintenance of RO plant (haemodialysis technician)
4.	Staff Nurse	1 SN for every 5 dialysis machines	Staff nurse: GNM/ BSc. Nursing with training experience of 6 months in a dialysis unit. Should be registered with the local state nursing council.	Per shift per day	
5.	House Keeper Note: Costing will be submitted as per minimum wages ACT, prevailing labour laws, ESI and EPF as applicable	1 per shift	-	Per shift per day	Cleaning activities within the haemodialysis unit

Appendix-O: Haemodialysis Machine and associated systems

1. HD machine: Mandatory:

- a. Blood pump to achieve a unidirectional flow up to 400ml/min
- b. Heparin pump
- c. Arterial line and venous line pressure monitors
- d. Functional air bubble detector
- e. Mixing proportion of unit with bicarbonate haemodialysis facility, rate of
- f. Dialysate delivery $\geq$ (300 to 500 ml/min).
- g. Conductivity meter
- h. Functional blood leak detector
- i. Dialysate temperature regulator that has a range of temperature 35 to 39C
- j. Volumetric UF control
- k. Safety devices functioning alarms, venous blood clamp
- l. Dialysate filter
- m. The HD machine should be FDA approved or European CE marked.

2. HD machine: Optional

- a. On line blood volume monitor
- b. On line urea clearance
- c. Sodium profiling of dialysate
- d. Single needle haemodialysis facility
- e. Hemodiafiltration
- f. Optical detector

3. Monitoring and Evaluation of HD machine

- a. Conductivity of the final dialysate being delivered to the dialyzer should be checked before every treatment. According to manufacturer's instructions, the conductivity should be checked with an independent reference meter which is known to be properly calibrated. Conductivity must be within the manufacturer's stated specifics. The frequency of checking with independent reference meter should be as per manufacturer's guideline and also every time the machine is calibrated and repaired.
- b. When used, the pH of bicarbonate dialysate should also be confirmed before each treatment. If the pH is below 6.5 or above 7.5, haemodialysis should not be started, even when conductivity within limits acceptable. The pH can be checked with a similar pH meter.
- c. Temperature should also be within the manufacturer's specifications. Temperature may be checked with an independent reference meter or with a reference thermometer.
- d. Absence of residual germicide should be verified on all delivery systems connected to a

single water treatment “loop” before haemodialysis begins. Such testing must be performed with an assay known to detect the minimum standard level.

- e. A test of proper functioning of the air/foam detector should be performed before haemodialysis is initiated. This test should be a direct test of function of the alarm, causing interruption of the blood pump an actuation of the blood line clamp, either by introducing air into the venous level detector or by removing the tubing so that air is sensed by the detector as recommended by the device manufacturer.
- f. The blood detector must be checked for proper armed status according to the method recommended by the manufacturer.
- g. The user should perform applicable tests of the UF control system as prescribed by the manufacturer.
- h. All other alarms must be tested according to the manufacturer’s instructions for use before every treatment including low and high conductivity alarm, low and high temperature alarm, dialysate pressure alarm, water pressure alarm, etc. Documentation of that testing should be performed. If the particular delivery system is equipped with a “self-alarm check” mode, it is important that the user understand that, most often, it is a check of the electronic circuitry, and not a confirmation of some of the vital functions of specific alarms.
- i. Observation of dialysate flow should be made while the machine is in a “dialyzing” mode. Absence of dialysate flow should be confirmed when the machine is in “bypass” mode actuated by both manual setting of the machine to bypass or via any of the alarm functions that will cause the machine to enter a bypass mode.
- j. The automatic “self-test” should be performed if this facility is available prior to each HD treatment to confirm proper performance of operative and protective functions of the machine and should never be bypassed.
- k. Recommendation for once monthly evaluation and monitoring: (D)
- l. Periodic (Monthly) Microbiological monitoring: water for production of dialysate and actual dialysate proportioned and exiting the dialyzer should be monitored for bacterial levels on no less than a monthly basis. Microbiological monitoring is performed to establish ongoing validation of proper disinfection protocols. The sampling should be done at the termination of haemodialysis at the point where dialysate exits the dialyzer. Results of microbial counts shall not exceed 200 colony forming units per ml. The water reports should be made in accordance with AAMI guidelines.
- m. Assessing trends: Pertinent information, i.e., bacterial levels, conductivity and pH readings, etc., should be logged on a chart across a page so that readings can be examined and

compared over an extended period of time. This tool makes it possible to compare current readings to those taken during the past several days/weeks/months.

4. Dialyzer (filter) specifications:

The hollow fiber dialyzer forms the central component of haemodialysis deliver system, where in actual process of transfer of solutes and water occurs across a semi-permeable membrane. A large array of dialyzers is available for clinical use with several permutations and combinations based on biocompatibility, flux and surface area of the dialyzer. Most often a single type of dialyzer may be sufficient in most patients in a haemodialysis unit. However, some patients may have specific needs and may require change in the dialyzer specifications. Hence, dialyzers with specifications other than that generally used in the haemodialysis unit may also be routinely stocked or should be made available at a short notice when the need arises.

5. Recommendations for dialyzer use in haemodialysis:

- a. Biocompatible, synthetic (e.g., polysulfone, polyacrylonitrile, polymethylmethacrylate) or modified cellulose membrane (e.g., cellulose acetate) should be preferred over unmodified cellulose membranes (e.g. cupraphan). Cupraphane membranes should only be used when patient is intolerant to other biocompatible membranes.
- b. Either low flux or high flux biocompatible membrane may be used for regular HD.
- c. An allergic reaction to a specific dialyzer is rarely encountered in some patients. In such situation, the particular dialyzer should be avoided and this should be specifically written in bold letters on the haemodialysis folder of the patient to prevent its inadvertent use.
- d. Dialyzer should not be reused**
- e. Blood line, Transducer Protectors, IV sets, Catheters any other disposables should not be should NOT be reused.**

6. Haemodialysis fluid specifications (AAMI Standards prescribed):

- a. Dialysate, or haemodialysis fluid, is a non-sterile aqueous solution with an electrolyte composition near that of normal extracellular fluid. Its electrolyte composition is designed to correct the metabolic imbalance that occurs as a result of azotemia. Dialysate concentrates are manufactured commercially in liquid or powder form. The chemicals present in the dialysate have access, via the dialyzer, to the bloodstream of patients undergoing haemodialysis. Hence, the proper concentration of all of these chemicals as well as the quality of the concentrate and the water used to dilute the concentrate is critical. The following is to be ensured:
- b. Electrolyte content of dialysate includes sodium, potassium, chloride, magnesium, calcium,

glucose (optional), and bicarbonate as a buffer. The concentration of HD solutions should be such that after dilution to the stated volume the final concentrations of the ions expressed as mmol/L are usually in the following ranges: Sodium 135-145, 40 Potassium 0-4, Calcium 1.0-2.0, Magnesium 0.25-1.0, bicarbonate (32-40, Chloride 95-110. 42; Sodium concentration may be adjusted to levels outside the range of 135-140 mmol/L by HD machines with variable sodium capabilities only when prescribed by physician in charge.

- c. Commercially produced concentrates are classified as medical devices and should be approved for clinical use by appropriate authority. The dialysate should contain bicarbonate as the buffer
- d. The final diluted dialysate should be analyzed every 6 months, with every new batch of dialysate and after each major servicing/repair of haemodialysis machine.
- e. Water used to prepare the dialysate must have a bacteriological colony count of less than 200 CFU/ml. Bacteriological analysis of the dialysate shall be carried out at least once a month, preferably every 15 days. The colony count in dialysate samples collected at the termination of haemodialysis in a single pass system shall be less than 200 colony-forming units/ml. Dialysate containing glucose at 100- 200 mg/dl concentration should be used.

7. Recommendations for storing and mixing haemodialysis concentrate:

- a. Store and dispense dialysate concentrates as though they were drugs. Ensure that all personnel in the facility are aware of the types of dialysate concentrates available, even if currently only one type is being used.
- b. Develop a policy, management, and storage system that will effectively control the mixing and dispensing of all concentrates. Storing concentrates according to type, composition, and proportioning ratios should reduce the risk of mismatching concentrates. Prohibit access to storage areas and allow only authorized, specially trained personnel to mix and dispense concentrates.
- c. Double-check and record concentrate formulas on the patient's record. Consider a procedure for countersigning patient and storage records. Do not dispense concentrates from large containers into smaller ones without a "keyed" dispensing system. Whenever possible, purchase concentrates in single-treatment (2½-4 gallon) containers (optional).
- d. Always dispose of concentrates remaining from the previous treatment. Do not pour remaining concentrate into another container or use in the next treatment. Replace empty or partially full containers with full ones. Whenever possible, standardize equipment so that only one bicarbonate concentrate system is used.

8. Water Treatment System:

- a. Dual water treatment system is mandatory.
- b. Each water treatment system includes reverse osmosis membranes.
- c. The water treatment system components are arranged and maintained so that bacterial and chemical contaminant level in the product water does not exceed the standards for Hemodialysis water quality.
- d. Proper function of water treatment system is continuously monitored during patient treatment and be guarded by audible or visual alarm that can be heard or seen in the haemodialysis treatment area in case performance of the water treatment system drops below specific parameters.
- e. Written logs of the operation of the water treatment system for each treatment day are in place.
- f. Procedure guidelines for regular disinfection of Reverse Osmosis Machine and Loop as recommended by the manufacturer are in place.
- g. No Hemodialysis procedure is performed during disinfection of the water treatment system and the loop.
- h. Microbiological testing of the treated water from the water treatment system and the loop is done regularly and preferably monthly.
- i. For haemodialysis unit performing HDF, testing of treated water for endotoxin once a month is needed.
- j. Written record and results of microbiological and chemical testing of water are in place and reviewed. Corrective action is recorded if indicated.

9. Other Activities for patient care

- a. Haemodialysis profile of each haemodialysis patients are checked once a month as per Appendix-L. Blood chemistry and haematocrit (or hemoglobin) of each haemodialysis patients are checked at regular interval (preferably every month) to ensure patient's well-being and viral markers be tested every 3 months (HIV/HBsAg/HCV) Iron studies (Ferritin/Tasts), PTH should be done 3 monthly and Vitamin-D should be done every 6 monthly.
- b. Contingency plan or procedures are available in case of equipment failure, power outages, or fire so that the patient health or safety can be ensured.
- c. Drill for CPR and emergency conditions outlined are performed regularly.
- d. Routine disinfection of active and backup haemodialysis machines are performed according

to defined protocol. Documentation of absence of residual disinfectants is required for machines using chemical disinfectant.

- e. Samples of dialysate from machines chosen at random are cultured monthly. Microbial count shall not exceed 200 colony forming units per millilitre (cfu/ml) for HD and shall not exceed 10 –1 cfu/ml for online HDF before IV infusion into the patient's circulation. Periodic testing of inorganic contaminant is performed.
- f. Repair, maintenance and microbiological testing results of the haemodialysis machine are recorded with corrective actions where indicated.
- g. All staff including janitorial staff is educated with clear instruction on handling blood spillage on equipment and the floor.
- h. All blood stained surface shall be soaked and cleaned with 1:100 sodium hypochlorite if the surface is compatible with this type of chemical treatment.
- i. All new haemodialysis patients or patients who return to the haemodialysis unit after treatment from high- or unknown-risk areas are tested for HbsAg and Anti-HCV etc.
- j. HBsAg/HCV-positive patient should be treated in a segregated area with designated Haemodialysis machines.
- k. Carrier of HCV receives haemodialysis using designated machines.
- l. Patient with unknown viral status is dialyzed using designated haemodialysis machines until the status is know

Appendix-P: Crash Cart Medicines

Sl. No	Medicine	Quantity
1.	INJ. Atropine	5
2.	INJ. Adrenaline	5
3.	INJ. Avil	5
4.	INJ. Buscopan	5
5.	INJ. Deriphyllin	5
6.	INJ. Emetet	5
7.	INJ. Lasix	5
8.	INJ. Noradrenaline	5
9.	INJ. Xylocaine	1
10.	INJ. Epsoline	5
11.	INJ. Hydrocortisone	5
12.	INJ. Calcium gluconate	5
13.	INJ. Soda bicarbonate	5
14.	Laryngoscope	1
15.	Air way (size 2 and 3)	1
16.	Suction catheter	1
17.	Feeding tube	1
18.	Dyna plaster	
19.	Xylocane jelly	1
20.	IV Cannula 18 g	2
21.	IV Cannula 20 g	2
22.	IV Cannula 22 g	2
23.	IV Cannula 24 g	2
24.	Sterile water	1
25.	INJ. Dextrose 25%	1
26.	INJ. Dextrose 50%	1
27.	Ambu bag	1
28.	Neb mask	1
29.	O2 mask	1
30.	Neb. Asthalin, Duolin, Budecort	
31.	Ringer's lactate (RS); Normal saline (NS); Dextrose normal saline (DNS)	1
32.	ECG electrodes	
33.	Syringes- 2,5,10,20,50 ml	2 each
34.	Gloves	2

Staff name and signature:

Appendix-Q: Log Sheet for RO system (Deleted)

**Appendix-R: RO Water Hardness and Total Dissolved Solids (TDS) Checklist
(Deleted)**

Appendix-S: RO Plant Back Wash Checklist (Deleted)

Appendix-T: Performance Standards

Sl. No.	Performance Standard	Monitoring of performance	Expected	Penalty
1.	Commissioning of haemodialysis machines and dashboard	Authority	Actual Project Implementation Date is within 1 (one) month from the Scheduled Project Implementation Date	For not commissioning of haemodialysis machines and dashboard by 90th day of Contract signing, for every week of delay beyond 90 days from Contract signing, the Service Provider shall pay penalty equal to 0.5% of the Contract value. Breach: If Actual Project Implementation Date is beyond 1 (one) months from the Scheduled Project Implementation Date, it shall be considered to be Service Provider Default.
2.	Uptime of haemodialysis machines and associated equipment	Through hospital management application software	100%	- For downtime of a period till 24 hours, the Service Provider shall pay a penalty of sum equivalent to the cost of haemodialysis sessions. And also ensure continuation of dialysis services at nearby dialysis centres. To & Fro transportation charges will be borne by the service provider without any cost to the patient. - For downtime of a period beyond 48 hours up to breach level, the Service Provider shall pay a penalty of sum equivalent to twice the cost of a single haemodialysis session for every four hour period. (Session period) Breach: 72 hrs.
3.	Deployment of required number of trained manpower for operation and maintenance of haemodialysis facilities	Bio metric attendance system	100% attendance of trained manpower per shift per day	Penalties below expected level (per personnel): Nephrologist: INR 4,000 per day of non-availability Medical Officer: INR 2,000 per day of non- availability Haemodialysis Technician/ staff nurse: INR 500 per shift per day/per day

Sl. No.	Performance Standard	Monitoring of performance	Expected	Penalty
				Other Staff: INR 250 per shift per day Breach: If 1. Nephrologist is not available for a period of more than 30 days for consultation and/or 2. All other resources have 98% or less attendance per shift per day, it shall be considered to be Service Provider Default
4.	Duration of single haemodialysis session	Through hospital management application software	At least 4 hours in all cases	Any deviation from expected levels – Entire fee for the particular session shall be forfeited Breach: If any haemodialysis session for a patient carried out for less than 4 hours, it shall be considered to be Service Provider Default.
5.	Usage of single use dialyzer & disposable sheets (for each dialysis patient)	Through hospital management application software	• Single use for treating all patients	Any deviation from expected levels – Entire fee for the particular session shall be forfeited Breach: If any single instance wherein the single use dialyzer and single use disposable bed covering and pillow covers has been used more than once for treating patients, it shall be considered to be Service Provider Default
6.	Urea reduction ratio (URR) value per haemodialysis session	Through hospital management application software	URR is >65 for 90% of the patients	Breach: If URR is not >65 for 90% of the patients, it shall be considered to be Service Provider Default
7.	Failure to provide Inj. Erythropoietin , Iron Sucrose and Heparin	Authority	To provide Inj. Erythropoietin , Iron Sucrose and Heparin as per the advise of Nephrologist	Any deviation from expected levels – Actual cost of the drug/s shall be deducted. (The amount to be deducted shall be at the rate purchased by KSMSCCL or actual market rate whichever is higher)

Miscellaneous Deviations:

Sr. No.	Miscellaneous Deviations	Monitoring of performance	Penalties
1.	Non-submission of weekly/ monthly reports	Through audit conducted twice a year by BBMP	Service Provider shall pay penalty equal to 0.01% of the contract value for every instance of deviation Breach: If penalty amount exceeds 5% of contract value, it shall be considered to be Service Provider Default
2.	Water quality deficiency		
3.	Poor condition of haemodialysis infrastructure such as broken beds, chairs etc.		
4.	Non-maintenance of dashboard as per the Contract		
5.	Non-availability of drugs and consumables (14 days' stock) for indoor treatment	Through audit conducted twice a year by BBMP.	Service Provider shall pay penalty equal to 0.01% of the contract value for every instance of deviation Breach: If any instance of deviation is repeated two times in a span of 1 month, it shall be considered.
6.	Charging fee from patients for carrying out haemodialysis		
7.	Failure to disinfect of machines after every haemodialysis session		

Appendix-U: Land Border Declaration

The Bidders are required to submit the Compliance w.r.t Government Order No. FD 455 Exp- 12 2020 Bengaluru dated 25-08-2020 regarding restrictions on Public Procurement from Bidders of certain Countries, in the format given below:

(Compliance to be submitted in the Bidder's letterhead)
(as applicable)

Sub: Compliance to Government Order No. FD 455 Exp-12 2020 Bengaluru dated 25-08-2020 regarding restrictions on Public Procurement from Bidders of certain Countries.

Item Name(s)	
Tender Ref. No	

I/We M/s. <..... Name of the Bidder..... > have read the clauses pertaining to the Government Order No. FD 455 Exp-12 2020 Bengaluru dated 25-08-2020 regarding restrictions on Public Procurement from Bidders of certain Countries shares a land border with India.

I/We hereby certify that we are not from such a country and eligible to be considered for this Tender.

(Note: Non-compliance of above said Government Order and its subsequent amendments, (if any), by any Bidder(s) shall lead for commercial rejection of their Bids by Health and Family Welfare Services.)

For and behalf of <..... Name of the Bidder >

(Signature, date & seal of an authorized representative of the Bidder)

Appendix-V: ANNUAL TURNOVER STATEMENT

The Average Annual Turnover of M/s. _____

for the past three years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Average of preceding three financial year	

Date:

Chartered Account's Signature:

Place:

Name:

Chartered Account's Seal:

Chartered Accountant's Registration Number:

UDIN

Section 2 – Terms and Conditions of the Contract

Terms of Reference

1. BACKGROUND:

Every year about 2.2 Lakh new patients of End Stage Renal Disease (ESRD) get added in India resulting in additional demand for 3.4 Crore dialysis every year. With approximately 4950 dialysis centres, largely in the private sector in India, the demand is less than half met with existing infrastructure. Since every Dialysis has an additional expenditure tag of about Rs.2000, it results in a monthly expenditure for patients to the tune of Rs.3-4 Lakhs annually. Besides, most families have to undertake frequent trips, and often over long distances to access dialysis services incurring heavy travel costs and loss of wages for the patient and family members accompanying the patient. This therefore leads to financial catastrophe for practically all families with such patients. With substantial gain in quality of life and extension of progression free survival for patients, families continue to stretch financially to make large out of pocket spends. It has been felt that both in terms of provision of this important lifesaving procedure and also for reducing impoverishment on account of out of pocket expenditure for patients, a Dialysis program is required. The existing contract is for a period of 5 years extendable another 2 years based on the performance.

2. A CONCISE STATEMENT OF OBJECTIVES:

To provide free dialysis services to the poor for BPL and for APL patients at reasonable cost quoted by L1 bidder in BBMP dialysis centre.

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT:

The Hemodialysis services will be carried out in 10 Dialysis centres.

4. SCHEDULE FOR COMPLETION OF TASKS:

From all the facilities, where the dialysis services are provided, should achieve ----- Dialysis cycles per month (----- cycles per day).

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

- A. Data: The number of patients put on dialysis in each centre should be provided regularly.
- B. Services: It is mandatory to provide minimum of 2 dialysis cycles per machine per day.
- C. Facilities: The facilities to be provided by the agency shall be in accordance to the Scope of work as mentioned in the RFP of the Dialysis document.

6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

The dialysis services shall reduce the substantial cost to families and benefit the patient population.

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

The Review committee shall consist of the following:

- Special Commissioner Health BBMP- Chairperson
- CHO Clinical, BBMP

- Director, Institute of Nephrology, BMCRI.
- Health Officer clinical east, west, south.
- Nodal officer Dialysis.
- Nodal Officer Child Health.
- Nodal officer Maternal Health.

8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINALREPORTS

The Medical Officer shall maintain the patient records treated each month under their supervision and get the record vetted by the respective hospital head. A copy of the vetted records shall be submitted on a monthly basis by the service provider to the authority.

The Nephrologists shall submit to the facility Head half yearly audited reports on information regarding number of patients being treated, average hemoglobin levels, deaths of patients, conversations of patients, blood transfusion policy and brief health of the haemodialysis unit. The nephrologists shall submit the audited reports through the Service Provider to the Authority.

9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE

WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)

Nephrologists, Medical Officers, Coordinators, Staff Nurses & DialysisTechnicians.

10. Signing of Contract

The Authority shall issue the Notice for Award of Contract to the Successful Bidder within the bidvalidity period. And the Successful Bidder will be required to sign and submit the contract unconditionally within 15 days of receipt of such communication.

11. Modification to Contract

Modification, if any, to the contract shall be up to 5 years from the date of contract, extendable by another two years based on the performance, at the discretion of the Authority.

Conditions Precedent

11.1 Save and except as expressly provided in the contract, the respective obligations of the Parties under this contract shall be subject to the satisfaction in full of the conditions precedent specified in this clause (the “Conditions Precedent”).

11.2 The Service Provider and the Authority shall fulfill all the Conditions Precedent set forth under this clause within 90 (Ninety) days from the date of signing of this Contract by both the Parties.

11.3 Conditions Precedent for Authority

11.3.1 The Authority shall allot available space in the hospital for setting up of haemodialysis units by the Service Provider. A lease agreement shall be enforced for the full term of the contract at value and terms declared by the authority. A Possession Certificate in plain paper shall be issued while handing over the above mentioned space.

- 11.3.2 Within 15 days of receipt of the Transition Plan, the Authority shall review the same and convey its approval or observation to the Service Provider.

11.4 Conditions Precedent for Service Provider

- 11.4.1 Service Provider shall submit within 30 days of the signing of the Contract a detailed transition plan ("Transition Plan") to the Authority, explaining the procedure the Service Provider shall adhere to in installing the haemodialysis machines procured by the Service Provider. Installation of haemodialysis machines by the Service Provider may only be conducted on Sundays/ on such holidays for the haemodialysis facility. In addition, the Transition Plan shall include the procedure and timeframe for testing of the installed haemodialysis machines and treatment of water, among others. The Service provider shall obtain approval for transition Plan within 45 days of the signing of the Contract.
- 11.4.2 The Service Provider shall commission the haemodialysis facility and the dashboard within 90 days of the signing of the Contract by both parties for the scope of work mentioned in the RFP allotted as per Appendix-A. The details of Haemodialysis machine & associated systems is provided in Appendix-O. The details of drugs, consumables and equipment to be provided by the Service Provider is provided in Appendix-M.
- 11.4.3 All the pre-requisites such as civil, electrical, air-conditioning, computer or any other changes in the site for installation of machine will be executed by the Service Provider at its own cost, with due permission of the Authority. The BBMP will not be responsible for any loss/ damage to the machine/ property due to natural hazard and the Service Provider will take adequate insurance cover at his own risk & liability for all damages arising due to any unprecedented reasons. The Service Provider shall provide round the clock security services for the haemodialysis facility at its own cost for the entire period of contract. The contract and terms thereof shall be governed by indemnity clause (Section-1 Clause 3.8).
- 11.4.4 Delivered to the Authority 3 (three) true copies of the duly attested by a Director/ Authorized representative of the Service Provider if any at the time of signing the contract.

11.5 Conditions Precedent to be satisfied by both parties

- 11.5.1 Upon signing of the Contract, the Authority and the Service Provider shall commence a joint inspection of the project facility, during working hours; to be handed over to the Service Provider.
- 11.5.2 The Authority and the Service Provider, upon such inspection, prepare and submit to the Authority, a joint inspection report which shall clearly state the following;
- i. list of facilities to be handed over by the Authority to the Service Provider
- 11.5.3 The joint inspection report shall be signed by both parties and such report shall be submitted within 20 (twenty) days from the date of signing of the Contract.

12 Performance Security

12.1 The Successful Bidder shall furnish a performance security in the form of a Bank Guarantee issued by a Scheduled/Nationalized Bank in favor of Chief Commissioner BBMP for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per pro forma at Appendix-G and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the Bid Security may be forfeited and the contract may be cancelled.

12.2 If the Service Provider violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Authority and the contract may also be cancelled.

12.3 The Authority will release the Performance Security without any interest to the Service Provider 6 months after successful completion of contractual obligations.

12.4 Performance Security Damages for delay by the Service Provider

12.4.1 In the event that (i) the Service Provider does not fulfil any or all of the Conditions Precedent within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Contract by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority, Damages in an amount calculated at the rate of 0.5% of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 10% of the Contract Value

13 Obligations of Service Provider:

13.1 Service Provider on receipt of observations from Authority; if any, shall submit a revised Transition Plan for approval from the Authority. Service Provider shall adhere to the Transition Plan and commission the haemodialysis machines and dashboard. The transition shall in no way disrupt the on-going schedule of haemodialysis of patients.

13.2 The Project will be awarded for a period of 5 years , extendable for another two years based on the satisfactory performance from the date of signing the Contract and the Service Provider will be obliged to manage and operate the Project including consumables in accordance with the provisions of the Contract and terms and conditions therein. The contract can be cancelled at any time after providing an opportunity of hearing by the Authority, in case the Service Provider does not follow the rules, regulations and terms and condition of the contract.

13.3 Service Provider shall provide haemodialysis machines and operate and maintain the machines throughout the period of Contract. The procured haemodialysis machines may either be new or not more than two years old Haemodialysis machines, shall be supported with a certificate of warranty from the manufacturer of the machines, certifying that the haemodialysis machine is of working condition for a term of 3 years (Three) and should have completed not more than 2,000 cycles from the date of purchase of the machine.

13.4 **Technology Upgradation:** The machine shall be suitably upgraded by the Service Provider

under following conditions:

1. Review by a board appointed by Authority upon assessing the need for a technology upgradation.
2. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.
3. After completion of 7 years per machine , the machinery shall be replaced.

13.5 All expenses on account of man power, drugs and consumables and other maintenance of premises and the machine, security or any other expenses incurred in the day to day running of the machines shall be borne by the Service Provider.

13.6 The Service Provider shall install and maintain a separate energy meter for the haemodialysis units. The utility charges shall be payable by the Service Provider.

13.7 The Service Provider shall equip the haemodialysis units with air conditioning facilities. Treatment areas should have temperature 21- 22 degree Celsius; 55- 60% humidity.

13.8 Deleted

13.9 Service Provider shall operate and maintain the Project as per Performance Standards specified in Appendix-T. Provided that, in no circumstance, the procurement of haemodialysis machines will affect the Performance Standards specified in Appendix-T.

13.10 Patients with seropositive cases shall be provided with haemodialysis. The Service Provider shall install haemodialysis machines as per Appendix-A and one dedicated machine for patients with infective cases (Hepatitis B) and one machine for patients with infective cases (Hepatitis C, HIV etc.)

13.11 The haemodialysis machines used for infective cases shall be heat disinfected between sessions.

Single use policy shall govern the usage of dialyzer and tubings used for treatment of all cases.

13.12 In case of emergency during haemodialysis, the Service Provide shall make arrangements to transport the patient to the ICU.

13.13 The Service Provider shall check the haemodialysis profile of each patient once a month as per Appendix-L.

13.14 The Service Provider shall conduct a pre and post haemodialysis urea test of the patient to arrive at the urea reduction ratio (URR) through the free diagnostic program OR government's own laboratory. The test shall be conducted on the middle day of weekly cycle of haemodialysis.

- 13.15 Service Provider shall maintain 14 days' stock of drugs and consumables. It shall be counter signed by the Facility Head.
- 13.16 Service Provider to administer erythropoietin to patients at the rate of 100 IU/ kg. of body weight; weekly twice; until the haemoglobin levels reach 11~11.5. This is to be checked by the Facility Head once a week.
- 13.17 Service provider shall install the latest version of any licensed hospital management application software as approved by the Authority. Software should be capable of generating invoice, manage patient data/test results/ history, Inventory Management and generate reports for the Haemodialysis services. Service Provider will be responsible for the Software used which should be compatible with hospital software. The data shall be stored as per conditions laid down during the signing of Contract
- 13.18 The Service Provider shall provide for storage of soft copy and hard copy of all records to the BBMP at its own cost. All data shall be the sole propriety of the Government
- 13.19 A no-fee receipt shall be provided by the Service Provider to BPL patient and fee receipt to the APL patients. The receipt shall be as per the directions issued by the BBMP from time to time. A copy of all such receipts shall be submitted on a monthly basis by the Service Provider to be audited by the Facility Head.
- 13.20 The following records shall be maintained on a daily basis by the Service Provider:
- i. **Biometrics capturing in time and out time attendance of haemodialysis unit staff, as well as patients during every haemodialysis session**
 - ii. A separate register of new patients being referred to the Hospital and patients discontinued from the hemodialysis sessions to be maintained
 - iii. Log book for record of any breakdown/shut down of the machine/facility, audited monthly by the Facility Head
- 13.21 In addition to the above, the Service Provider shall maintain:
- i. Medical record (capturing cause of kidney failure, medications etc.) of the patient undergoing haemodialysis
 - ii. Assessment form (including drug charts, monthly investigations, vaccination record etc.) of the patient undergoing haemodialysis and
 - iii. Records for procedure for providing readily available information
- 13.22 The Service Provider shall print 'dialysis cards' with all the information about the patients' data, investigation reports, treatment services in local language preferably in Kannada and distribute to the haemodialysis patients.
- 13.23 The Service Provider shall provide a resuscitation facility with crash cart for providing lifesaving support if required by patients within the haemodialysis facility. List of drugs to be provided in the crash cart are as per Appendix-P. **The crash cart shall be checked and cross- signed by the Facility head every day.**

- 13.24 Service Provider shall arrange for IEC (Information-education-communication) for the staff of the haemodialysis facility and training activities on communication skills once a year or as decided by the Authority. In the absence of in house IEC/ training facilities, the Service provider shall arrange training of the staff by facilitating visits to other private facilities.
- 13.25 Service Provider shall arrange for mandatory infection control training once in 6 (six) months for all the haemodialysis unit staff. Training shall include procedure for cleaning of haemodialysis machine and hand washing technique according to WHO standards. The training shall be audited by the Facility Head once in 6 months.
- 13.26 The Service Provider shall arrange for appropriate and adequate signage on hand washing techniques and arrange for displaying the services being provided, drugs given in the haemodialysis facility and a statement that all the services and drugs are being provided free of cost. The chart with the schedule of the nephrologist conducting once a week physical consultation/ tele- consultation shall also be displayed.
- 13.27 Service Provider shall arrange for mandatory basic and advanced life support (BLS and ALS) training once a year and advanced cardiovascular life support (ACLS) training once a year for all the haemodialysis unit staff.
- 13.28 The medical officer shall maintain the patient records treated each month under their supervision and get the record vetted by the respective hospital Head. A copy of the vetted record shall be submitted on a monthly basis by the Service Provider to the Authority in Bangalore.
- 13.29 The nephrologist shall submit to the Facility Head half yearly audited reports on information regarding number of patients being treated, average haemoglobin levels, death of patients, conversions of patients, blood transfusion policy and the brief health of the haemodialysis unit. The nephrologist shall submit the audited reports through the Service provider to the Authority.
- 13.30 The hierarchy for escalation of problems pertaining to haemodialysis is the nephrologist followed by the facility head
- 13.31 Service Provider may be required to install additional new haemodialysis machines in case of increase in demand for haemodialysis at the unit. Further, the increase in haemodialysis machines shall be according to space available at the unit.
- 13.32 The Service Provider shall not sell or transfer any proprietary right or entrust to any other third party for running the facility. The Service Provider may however refer the patient to another center in case of breakdown/shutdown ensuring all other conditions pertaining such as services, reports, records, patient transport and safety of processes and procedures in the referred center.
- 13.33 The Service Provider shall take a third party insurance policy to cover the patients sent by the BBMP against any mishap during patient transport, inside the haemodialysis facility and for consequences arising due to reporting error. Conforming to the provision of the Consumer Protection Act shall be the sole and absolute responsibility/ liability of the Service Provider.

13.34 The Service Provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.

13.35 After closure of the Contract between the Service Provider and the Authority, the Service Provider shall vacate the space occupied, provided by the Authority, within a period of 60 days without any obligation towards Authority and/or Hospitals.

14 Obligations of Authority:

14.1 Available space, electricity (including generators excluding generator diesel charges) and water shall be provided by the Authority. The utility charges shall be payable by the Service Provider as per applicable rates.

14.2 Deleted.

14.3 Deleted.

14.4 The audit team shall conduct monthly visits covering at least 25% of the haemodialysis units of BBMP and audit quality assessment of the use of dialyzer, disinfection of machines, adherence to standard operating procedure, infection control etc.

14.5 Annual review of performance and observance of terms & conditions of the Contract shall be carried out by the audit team. The report of this annual and monthly review shall form the basis for extension of the contract annually within the contract period.

15 Compliance of Minimum Wages Act and other statutory requirements

15.1 The Bidder shall comply with all the provisions of Minimum Wages Act and other applicable labour laws. The Bidder shall also comply with all other statutory provisions including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Bidder for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.

15.2 Medico- legal liability for the services provided shall remain with the Service Provider but in case of any death, the certificate shall be issued by the government doctor. The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

16 Income Tax Deduction at Source

16.1 Deleted.

17 Periodicity of Payment

17.1 The payment for the each dialysis should be collected from APL patients itself.

18 Damages for Mishap/Injury

- 18.1 The Authority shall not be responsible for damages of any kind or for any mishap/ injury/accident caused to any personnel/property of the Bidder while performing duty in the Authority's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by Service Provider.

19 Termination of Contract

19.1 Service Provider Default

- 19.1.1 Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Service Provider shall be deemed to be in default of this Contract (a "Service Provider Default"), unless the default has occurred solely as a result of any breach of this Contract by the Authority or due to Force Majeure. The defaults referred to herein shall include:
- 19.1.2 the Performance Security has been encashed and appropriated in accordance with this Contract and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- 19.1.3 subsequent to the replenishment or furnishing of fresh Performance Security in accordance with this Contract, the Service Provider fails to cure, within a Cure Period of 30 (thirty) days, the Service Provider Default for which whole or part of the Performance Security was appropriated;
- 19.1.4 Actual Project Implementation Date is beyond 1 (one) months from the Scheduled Project Implementation Date;
- 19.1.5 the Service Provider is in breach of obligations under this Contract;
- 19.1.6 the Service Provider is in breach of any of the Performance Standards as per Appendix-T during the contract period;
- 19.1.7 the Service Provider abandons or manifests intention to abandon the operation and maintenance of the Project Facilities without the prior written consent of the Authority;
- 19.1.8 the Service Provider doesn't undertake remedial measures as detailed in inspection report provided by the Authority within time stipulated in the report
- 19.1.9 the Service Provider creates any Encumbrance in breach of the Contract;
- 19.1.10 the Service Provider repudiates the Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract;
- 19.1.11 the Service Provider collects other fees from the user in any form (apart for the APL patients);
- 19.1.12 the Service Provider doesn't maintain comprehensive insurance cover as provided in this Contract;

- 19.1.13 there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Service Provider under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Service Provider, and such transfer causes a Material Adverse Effect;
- 19.1.14 an execution levied on any of the assets of the Service Provider has caused a Material Adverse Effect;
- 19.1.15 the Service Provider/ members of the Consortium is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its assets that has a material bearing on the Project;
- 19.1.16 the Service Provider has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- 19.1.17 a resolution for winding up of the Service Provider/ members of the Consortium members is passed, or any petition for winding up of the Service Provider/ members of the Consortium is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Service Provider/ members of the Consortium is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Service Provider/ members of the Consortium are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service Provider/ members of the Consortium under this Contract and the Project Agreements; and provided that:
- i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Contract and the Project Agreements;
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Contract and the Project Agreements and has a credit worthiness at least as good as that of the Service Provider/ members of the Consortium as at the Appointed Date; and
 - iii. each of the Project Agreements remains in full force and effect
- 19.1.18 any representation or warranty of the Service Provider/ members of the Consortium herein contained which is, as of the date hereof, found to be materially false or the Service Provider/ members of the Consortium is at any time hereafter found to be in breach thereof;
- 19.1.19 the Service Provider submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- 19.1.20 the Service Provider has failed to fulfil any obligation, for which failure, Termination has

been specified in this Contract; or

19.1.21 the Service Provider commits a default in complying with any other provision of this Contract and if such a default causes a Material Adverse Effect on the Authority.

19.2 Without prejudice to any other rights or remedies which the Authority may have under this Contract, upon occurrence of a Service Provider Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

19.3 Deleted

19.4 Termination Payment for Service Provider's Default

19.4.1 Upon Termination on account of a Service Provider Default during the contract period, no Termination Payment shall be due or payable to the Service Provider. However, the Authority shall forfeit the Performance Security of the Service Provider and terminate the Contract, as per the provisions detailed out in this Contract.

19.5 Deleted

19.6 Deleted

20 Arbitration

20.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

20.2. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

20.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

21 Applicable Law and Jurisdiction of Court:

21.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract.

22 Force Majeure

The successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the **Authority** in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

23 Excuse from performance of obligations

23.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- i. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- ii. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- iii. If the Affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

Contract Format: Contract form for Providing Haemodialysis Facilities

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CHO Clinical,

BBMP

CM Contract No. _____ dated _____

This is in continuation to this office's Notification for Award of contract No dated .

Name & address of the Service Provider:

Reference: (i) Tender Enquiry Document No Dated and subsequent Amendment No

....., dated (if any), issued by the CHO Clinical (ii) Service Provider's Tender No Dated..... and subsequent communication(s) No

Dated..... (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 2023 between CHO clinical (hereinafter called the Client) of one part and (name of service provider) (Hereinafter called the Service Provider) of the other part:

WHEREAS the Client is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the Client has accepted a tender submitted by the Service Provider for the Services for the sum of (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- i. The following documents shall be deemed to form part of and be read and constructed as integral part of this Contract, viz.:
 - Section 1 – Instructions to Bidders including all Appendices;
 - Section 2 – Terms and Conditions of the Contract including Contract Format
 - NOTE: Additional relevant points may be added to the draft contract before signing of the final MoU
- ii. In consideration of the payments to be made by the Client the Service Provider hereby covenants to provide the Haemodialysis Services for the specified facilities in conformity in all respects with the provisions of the Contract.
- iii. The Client hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
- iv. The bank guarantee valid till _____ [(fill the date)] for an amount of Rs.

BBMP

_____[(fill amount) equivalent to 5% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the Bid Security shall be forfeited.

(Signature, name and address of authorized official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the Provider)

For and on behalf of _____

(Name and address of the Provider)

(Seal of the provider)

Date: _____

Place: _____